

1. MERCHANT INFORMATION

MERCHANT PROCESSING APPLICATION & AGREEMENT

LEGAL NAME OF BUSINESS / IRS FILING NAME (MUST MATCH IRS RECORD)			DBA (DOING BUSINESS AS)		
LOCATION / SITE ADDRESS			CITY	STATE	ZIP CODE
MAILING ADDRESS (IF DIFFERENT FROM LOCATION)			CITY	STATE	ZIP CODE
COMPANY PHONE #	DESCRIPTOR PHONE # (E-COMMERCE or MOTO)	MOBILE PHONE #	FAX #	CONTACT NAME	TITLE
TAX ID	<input type="checkbox"/> I CERTIFY THAT I'M A FOREIGN ENTITY/NONRESIDENT ALIEN IF CHECKED, PLEASE ATTACH IRS FORM W-8		NOTE: FAILURE TO PROVIDE ACCURATE INFORMATION MAY RESULT IN A WITHHOLDING OF MERCHANT FUNDING PER IRS REGULATIONS (SEE PROGRAM GUIDE PART III, SECTION A.4 FOR DETAILS)		
BUSINESS TYPE <input type="radio"/> PARTNERSHIP <input type="radio"/> PUBLIC CORP. <input type="radio"/> TAX EXEMPT CORP. <input type="radio"/> SOLE PROPRIETORSHIP <input type="radio"/> PRIVATE CORP. <input type="radio"/> LIMITED LIABILITY COMPANY			STATE FILED		BUSINESS START DATE (MM / DD / YYYY)
HAS THIS BUSINESS OR ANY ASSOCIATED PRINCIPAL BEEN TERMINATED AS A VISA / MASTERCARD / AMEX / DISCOVER NETWORK MERCHANT? <input type="radio"/> YES <input type="radio"/> NO			HAS MERCHANT OR ANY ASSOCIATED PRINCIPAL DISCLOSED BELOW FILED BANKRUPTCY OR BEEN SUBJECT TO AN INVOLUNTARY BANKRUPTCY? <input type="radio"/> YES <input type="radio"/> NO		
DO YOU CURRENTLY ACCEPT VISA / MC / AMEX / DISCOVER NETWORK? (IF "YES", YOU MUST SUBMIT 3 MOST CURRENT MONTHLY STATEMENTS) <input type="radio"/> YES <input type="radio"/> NO			YOUR PREVIOUS CARD PROCESSOR		REASON TO CHANGE <input type="checkbox"/> RATES <input type="checkbox"/> SERVICE <input type="checkbox"/> OTHER
MERCHAND SELLER: (SPECIFY PRODUCT, SERVICE AND/OR INFORMATION)			DO YOU USE ANY THIRD PARTY TO STORE, PROCESS OR TRANSMIT CARDHOLDER'S DATA? <input type="radio"/> YES <input type="radio"/> NO		
REFUND POLICY FOR VISA / MASTERCARD / AMEX / DISCOVER NETWORK SALES <input type="radio"/> REFUND WILL BE GRANTED TO A CUSTOMER AS FOLLOWS <input type="radio"/> NO REFUND. ALL SALES FINAL (MERCHANT MUST NOTIFY CUSTOMERS)			IF "YES", NAME OF COMPANY, ADDRESS AND PHONE		

2. BANK DISCLOSURE

Please read the Merchant Processing Program Guide in its entirety. It describes the terms under which we will provide merchant processing services to you. From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

- Your discount rates are assessed on transactions that qualify for certain reduced interchange rates imposed by MasterCard, Visa and Discover Network. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 19 of the Card Processing Program Guide).
- We may debit your bank account from time to time for amounts owed to us under the Agreement.
- There are many reasons why a Chargeback may occur. When they occur we will debit your settlement funds or settlement account. For a more detailed discussion regarding Chargeback's, see Section 10.
- If you dispute any charge or funding, you must notify us within 45 days of the date of the statement where the charge or funding appears or should have appeared.
- The Agreement limits our liability to you. For a detailed description of the limitation of liability see Section 21.

- We have assumed certain risks by agreeing to provide you with Card processing. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Section 24, Term; Events of Default and Section 25, Reserve Account; Security Interest).
- By executing this Agreement with us you are authorizing us to obtain and guarantors of the Agreement until all your obligations to us are satisfied.
- The Agreement contains a provision that in the event you terminate the Agreement early, you may be responsible for the payment of early termination fees as set forth in Section 36, Additional Fee Information.
- If you lease equipment from Processor, it is important that you review Section 35 in Third Party Agreements. This lease is a non-cancelable lease for the full term indicated.

Association Disclosure

Visa and MasterCard Member Bank Information: Wells Fargo Bank, N.A 200 Montego Way, Walnut Creek, CA 94598, and its phone number is (925) 746-4143.

Important Member Bank Responsibilities:

- The Bank is the only entity approved to extend acceptance of Visa and MasterCard products directly to a Merchant.
- The Bank must be a principal (signer) to the Merchant Agreement.
- The Bank is responsible for educating Merchants on pertinent Visa and MasterCard rules with which Merchants must comply; but this information may be provided to you by Processor.
- The Bank is responsible for and must provide settlement funds to the Merchant.
- The Bank is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities:

- Ensure compliance with cardholder data security and storage requirements.
- Maintain fraud and chargebacks below Association thresholds.
- Review and understand the terms of the Merchant Agreement.
- Comply with Association rules.

Print Client's Business Legal Name:

By its signature below, Client acknowledges that it received the complete Program Guide (Version NMC0518) consisting of 33 pages including this confirmation. Client further acknowledges reading and agreeing to all terms in the Program Guide, which shall be incorporated into Client's Agreement. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed. Client understands that a copy of the Program Guide is also available for downloading from the Internet at:

<http://www.nationalmerchant.com/PDF/ProgramGuideNMC0518.pdf>

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM GUIDE WILL BE ACCEPTED AND, IF MADE, ANY SUCH ALTERATIONS OR STRIKE - OUTS SHALL NOT APPLY.



CLIENT'S BUSINESS PRINCIPAL SIGNATURE

TITLE

DATE (MM/DD/YYYY)

PRINT NAME

5. TRANSACTION INFORMATION

FINANCIAL DATA

AVERAGE COMBINED MONTHLY VISA/MC/DISCOVER/AMEX VOLUME \$ _____

AVERAGE VISA / MC / AMEX / DISCOVER NETWORK TICKET \$ _____

HIGHEST TICKET AMOUNT \$ _____

☐ SEASONAL? > HIGHEST VOLUME MONTHS OPEN _____

> CHECK APPLICABLE MONTHS BELOW

☐ JAN ☐ FEB ☐ MAR ☐ APR ☐ MAY ☐ JUN ☐ JUL ☐ AUG ☐ SEP ☐ OCT ☐ NOV ☐ DEC

VISA / MASTERCARD / AMEX / DISCOVER NETWORK INFORMATION

MERCHANT TYPE

- ☐ RETAIL OUTLET
- ☐ RESTAURANT/FOOD
- ☐ LODGING
- ☐ HOME BUSINESS, TRADE FAIRS
- ☐ OUTSIDE SALES/SERVICE, OTHER, ETC.
- ☐ MAIL/TELEPHONE ORDER ONLY
- ☐ INTERNET
- ☐ HEALTH CARE

NETWORK PROFILE (VISA/MC/AMEX/DISCOVER)

SWIPED CREDIT CARDS _____%

KEYED CREDIT CARDS _____%

TOTAL 100 %

IF KEYED, WHAT % MO/TO _____%

INTERNET _____%

MERCHANT RECEIVES IMPRINT ON KEYED TRANSACTIONS ☐ YES ☐ NO

MAIL / TELEPHONE ORDER / BUSINESS TO BUSINESS INFORMATION (ALL QUESTIONS MUST BE ANSWERED BY APPLICABLE TYPE OF MERCHANTS)

WHAT % OF TOTAL SALES REPRESENT BUSINESS TO BUSINESS (VS. BUSINESS TO CONSUMER) B2B _____ % + B2C _____ % = 100% TOTAL SALES

WHAT % OF CREDIT/DEBIT CARD SALES REPRESENT BUSINESS TO BUSINESS (VS. BUSINESS TO CONSUMER) B2B _____ % + B2C _____ % = 100% TOTAL SALES

WHAT IS THE TIME FROM TRANSACTION TO DELIVERY? (% OF ORDERS DELIVERED IN DAYS)

0 - 7 DAYS _____ %

+ 8 - 14 DAYS _____ %

+ 15 - 30 DAYS _____ %

+ OVER 30 DAYS _____ %

TOTAL 100 % DELIVERED

VISA/MASTERCARD/AMEX/DISCOVER NETWORK SALES ARE DEPOSITED ON (CHECK ONE)

- ☐ DATE OF ORDER
- ☐ DATE OF DELIVERY
- ☐ OTHER _____

WHO PERFORMS PRODUCT/SERVICE FULFILLMENT?

- ☐ DIRECT
- ☐ VENDOR (PROVIDE NAME/ADDRESS/PHONE) _____
- ☐ OTHER _____

DO YOU OWN THE PRODUCT / INVENTORY ☐ YES ☐ NO

IS THE PRODUCT STORED AT YOUR BUSINESS LOCATION ☐ YES ☐ NO

IF NO, WHERE IS IT STORED _____

PRODUCT SHIPPED BY: ☐ US MAIL ☐ OTHER _____

DELIVERY RECEIPT REQUESTED ☐ YES ☐ NO

ADVERTISING METHOD(S): CHECK ALL THAT APPLY

☐ NEWSPAPERS ☐ INTERNET ☐ OTHER

☐ MAGAZINE ☐ RADIO

☐ YELLOW PAGES ☐ TV

REQUIRED: ATTACH MARKETING MATERIALS FOR ALL MAIL ORDER, B2B, INTERNET BUSINESSES WITH OVER \$1MILLION IN ANNUAL VOLUME. ATTACH WEB PAGE PRINTOUT FOR INTERNET MERCHANTS.

PERCENTAGE OF PRODUCTS SOLD VIA

TELEPHONE ORDERS _____% MAIL/FAX ORDERS _____% INTERNET ORDERS _____% OTHER _____%

WHO ENTERS CREDIT CARD INFO INTO THE PROCESSING SYSTEM


- ☐ MERCHANT ☐ CONSUMER
- ☐ FULFILLMENT CENTER ☐ OTHER _____

IF CREDIT CARD INFO IS TAKEN OVER THE INTERNET, IS THE PAYMENT CHANNEL ENCRYPTED BY SSL OR BETTER ☐ YES ☐ NO

6. SITE INSPECTION & BUSINESS INFO

ZONE <input type="radio"/> COMMERCIAL <input type="radio"/> INDUSTRIAL <input type="radio"/> RESIDENTIAL	APPROX. SIZE, (SQUARE FOOTAGE) <input type="radio"/> 0-500 SqFt <input type="radio"/> 501-2000 SqFt <input type="radio"/> 2001+ SqFt	MERCHANT LOCATION <input type="radio"/> SHOPPING CENTER <input type="radio"/> OFFICE BUILDING <input type="radio"/> SEPARATE BUILDING	<input type="radio"/> RESIDENCE <input type="radio"/> MOBILE <input type="radio"/> OTHER: _____
THE MERCHANT <input type="radio"/> OWNS <input type="radio"/> RENTS <input type="radio"/> LEASES THE BUSINESS PREMISES	LANDLORD NAME	LANDLORD PHONE #	

I HEREBY CERTIFY THAT I HAVE PHYSICALLY INSPECTED THE BUSINESS PREMISES OF THE MERCHANT AT THIS ADDRESS AND THE INFORMATION STATED ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

 _____ SIGNATURE

_____ INSPECTED BY (PRINT NAME)

_____ DATE (MM/DD/YYYY)

5. CREDIT / DEBIT AUTHORIZATION

BANK NAME _____

BANK ROUTING # _____

BANK ACCOUNT # _____

MERCHANT hereby authorizes SERVICERS in accordance with this MERCHANT Processing Agreement to initiate debit/credit entries to MERCHANT'S checking account, as indicated below. The authority is to remain in full force and effect until (a) SERVICERS have received written notification from a MERCHANT of its termination in such a manner as to afford SERVICERS reasonable opportunity to act on it; and (b) all obligations of MERCHANT to SERVICERS that have arisen under this Agreement have been paid in full. This authorization extends to such entries in such account concerning processing fees, lease, and rental or purchase agreements for POS terminals and/or accompanying equipment and/or check guarantee fees, and amounts due for supplies and materials.

> **MUST ATTACH VOIDED CHECK FROM THIS ACCOUNT**

3. TRADE REFERENCE

VENDOR	ACCOUNT #	CONTACT NAME	PHONE #
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7. EQUIPMENT

PAYMENT GATEWAY > _____	3rd PARTY PROCESSOR > _____
SOFTWARE > APPLICATION _____ VERSION # _____	TERMINAL MODEL > _____

8. NETWORK ACCEPTANCE

ACCEPT ALL VISA / MASTERCARD / AMERICAN EXPRESS DISCOVER NETWORK TRANSACTIONS (PRESUMED, UNLESS ANY SECTION BELOW ARE CHECKED)

- ☐ ACCEPT VISA CREDIT TRANSACTIONS ONLY ☐ ACCEPT MASTERCARD CREDIT TRANSACTIONS ONLY ☐ ACCEPT DISCOVER NETWORK CREDIT TRANSACTIONS ONLY
- ☐ ACCEPT VISA NON-PIN DEBIT TRANSACTIONS ONLY ☐ ACCEPT MASTERCARD NON-PIN DEBIT TRANSACTIONS ONLY ☐ ACCEPT DISCOVER NETWORK NON-PIN DEBIT TRANSACTIONS ONLY
- ☐ ACCEPT AMERICAN EXPRESS CREDIT TRANSACTIONS ONLY

9. SCHEDULE OF CHARGES / FEES PAYMENT NETWORK INTERCHANGE COST WILL BE CHARGED IN ADDITION TO:**DISCOUNT RATES:**

QUALIFIED RATE (ELECTRONIC *)	AUTHORIZATION FEE
VISA _____ %	\$ _____
MASTERCARD _____ %	\$ _____
DISCOVER NETWORK _____ %	\$ _____
AMERICAN EXPRESS CREDIT _____ %	\$ _____
SIGNATURE DEBIT _____ %	\$ _____
OTHER _____ %	\$ _____

Qualified Rate is assessed when your transactions meet certain criteria set by the applicable Association and Processor. When your Card transactions fail to meet those qualification criteria, we will process your transactions at the higher mid-qualified discount rate of _____ % + \$ _____ or in certain circumstances, at a non-qualified discount rate (Standard*) of _____ % + \$ _____, both rates are a surcharge to the qualified rate.

GATEWAY / VT:

GATEWAY NAME _____
GATEWAY MONTHLY FEE \$ _____
GATEWAY PER ITEM FEE \$ _____
ADD VIRTUAL TERMINAL ☐ YES

ERR:

VISA / MC / DISCOVER ☐
QUALIFIED RATE _____ %
NON-QUALIFIED SURCHARGE _____ %
AUTHORIZATION FEE _____

WIRELESS OR REMOTE :

SETUP FEE \$ _____
TRANSACTION FEE \$ _____
MONTHLY FEE \$ _____

CHARGEBACK SOLUTIONS: (OPTIONAL)FOR DETAILED DESCRIPTION SEE: www.paymentworld.com/pdf/mitigation.pdf

CHARGEBACK ALERTS ☐ ETHOCA \$ _____ /ALERT ☐ REPRESENTMENT SERVICES \$ _____
☐ VERIFI \$ _____ /ALERT PER CHARGEBACK ☐ RISK / FRAUD DETECTION \$ _____ /MONTH
\$ _____ /RISK INQUIRY

DEBIT:

MONTHLY ACCESS FEE \$ _____
CASH BACK \$ _____ MAX
AUTHORIZATION/TRANSACTION FEE \$ _____ + NETWORK FEES + _____ %
OTHER FEE \$ _____

MISCELLANEOUS :

☐ WEB/G2 MONTHLY MONITORING FEE \$ _____
☐ EIDS MONTHLY FEE \$ _____
☐ MERCHANT CLUB \$ _____
ELECTRONIC AVS FEE \$ _____
ACH/BATCH FEE \$ _____
CHARGEBACK FEE \$ _____
RETRIEVAL REQUEST \$ _____
SERVICE FEE \$ _____
MINIMUM MONTHLY DISCOUNT \$ _____
APPLICATION FEE \$ _____

EBT:

FCS # _____
AUTHORIZATION / TRANSACTION FEE \$ _____

OTHER FEES:

Payment Network Interchange Fees; Debit Network Fees; Returned Item Fee \$25 (charged if NMC debits the bank account but is rejected due to insufficient funds); Decline Fee – An amount equal to Authorization Fee amount and charged per item declined; TIN/TFN invalid monthly fee: \$19.95. Monthly Compliance Fee \$ _____; PCI Annual Compliance Fee \$ _____; PCI NON-Compliant Monthly Fee \$ _____ (doesn't affect your compliance responsibilities and obligations associated with your merchant account). You may be charged a Chargeback Research Fee: \$50 per chargeback. Early Termination Fee (ETF) – shall be: (a) average monthly processing fees charged to You for previous 12 months (or such shorter time if You have processed for less than 12 months) multiplied by remaining months of the Agreement, or (b) \$ _____, whichever is greater; Annual Fee \$ _____ A Capture per item fee of \$ _____ is assessed on each bankcard transaction; Monthly Regulatory Fee \$ _____; Voice Referral Authorization Fee \$3.50; IVR Voice authorization Fee \$1.50; BIN/ICA Fee \$ _____ If applicable, you may be charged additional pass through card brand fees. See description of card brand fees here: <http://www.nationalmerchant.com/pdf/CardBrandFeeDescription.pdf>

10. OWNERSHIP INFORMATION

LIST PRINCIPALS NAMES THAT OWN COMBINED AT LEAST: 25% FOR CORPORATIONS, 100% FOR PARTNERSHIPS

PRINCIPAL NAME (FIRST, MI, LAST)				TITLE		OWNERSHIP (%)		DATE OF BIRTH (MM / DD / YYYY)	
1)									
HOME ADDRESS				CITY		STATE		ZIP CODE	
HOME PHONE #									
SOCIAL SECURITY #		DRIVER LICENSE #		DR.LIC. STATE/EXP DATE		EMAIL		PERSONAL RESIDENCE	
								<input type="radio"/> OWN FOR HOW LONG? <input type="radio"/> RENT _____ YRS. _____ MO.	
PRINCIPAL NAME (FIRST, MI, LAST)				TITLE		OWNERSHIP (%)		DATE OF BIRTH (MM / DD / YYYY)	
2)									
HOME ADDRESS				CITY		STATE		ZIP CODE	
HOME PHONE #									
SOCIAL SECURITY #		DRIVER LICENSE #		DR.LIC. STATE/EXP DATE		EMAIL		PERSONAL RESIDENCE	
								<input type="radio"/> OWN FOR HOW LONG? <input type="radio"/> RENT _____ YRS. _____ MO.	
PRINCIPAL NAME (FIRST, MI, LAST)				TITLE		OWNERSHIP (%)		DATE OF BIRTH (MM / DD / YYYY)	
3)									
HOME ADDRESS				CITY		STATE		ZIP CODE	
HOME PHONE #									
SOCIAL SECURITY #		DRIVER LICENSE #		DR.LIC. STATE/EXP DATE		EMAIL		PERSONAL RESIDENCE	
								<input type="radio"/> OWN FOR HOW LONG? <input type="radio"/> RENT _____ YRS. _____ MO.	
PRINCIPAL NAME (FIRST, MI, LAST)				TITLE		OWNERSHIP (%)		DATE OF BIRTH (MM / DD / YYYY)	
4)									
HOME ADDRESS				CITY		STATE		ZIP CODE	
HOME PHONE #									
SOCIAL SECURITY #		DRIVER LICENSE #		DR.LIC. STATE/EXP DATE		EMAIL		PERSONAL RESIDENCE	
								<input type="radio"/> OWN FOR HOW LONG? <input type="radio"/> RENT _____ YRS. _____ MO.	
5) CONTROLLING POSITION COMPLETE THE FOLLOWING INFORMATION FOR ONE INDIVIDUAL WITH SIGNIFICANT RESPONSIBILITY FOR MANAGING THE LEGAL ENTITY LISTED ABOVE, SUCH AS: AN EXECUTIVE OFFICER OR SENIOR MANAGER (E.G., CHIEF EXECUTIVE OFFICER, CHIEF FINANCIAL OFFICER, CHIEF OPERATING OFFICER, MANAGER MEMBER, GENERAL PARTNER, PRESIDENT, VICE PRESIDENT, TREASURER); OR ANY OTHER INDIVIDUAL WHO REGULARLY PERFORMS SIMILAR FUNCTIONS. IF THIS INDIVIDUAL IS ALREADY LISTED ABOVE, JUST COMPLETE THE TITLE SECTION.									
CONTROLLING POSITION (FIRST, MI, LAST)				TITLE		OWNERSHIP (%)		DATE OF BIRTH (MM / DD / YYYY)	
HOME ADDRESS				CITY		STATE		ZIP CODE	
HOME PHONE #									
SOCIAL SECURITY #		DRIVER LICENSE #		DR.LIC. STATE/EXP DATE		EMAIL		PERSONAL RESIDENCE	
								<input type="radio"/> OWN FOR HOW LONG? <input type="radio"/> RENT _____ YRS. _____ MO.	

11. CONFIRMATION

CERTIFICATION OF BENEFICIAL OWNER(S)

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

By signing below, I attest that I have accurately provided the name, address, date of birth and Social Security Number (SSN) for the following individuals (i.e. the beneficial owners):

(i) Each individual, if any, who owns directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); and

(ii) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30% equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (ii) and four 25 percent equity holders under section (i)).

I, the undersigned _____, certify that all of the information furnished

PRINCIPAL / OWNER:

above with regard to information for each individual, if any, who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above is complete and accurate.



SIGNATURE:

DATE (MM/DD/YYYY)

Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Guide (NMC0518-M) and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-10), and by this reference incorporated herein. **(Program Guide can be downloaded from <http://www.nationalmerchant.com/PDF/ProgramGuideNMC0518.pdf>).** Client expressly acknowledges and certifies that Client has read the said Program Guide, and Client agrees to be bound by its terms including but not limited to the early termination fee provision. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number of if Client has previously registered on a Do Not Call list of requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronics mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in Section 5, Transaction Information section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the Equipment Lease Agreement in the Third Party section of the Program Guide, if selected, the undersigned Client being the "Lessee" for purposes of such Equipment Lease Agreement. Client authorizes National Merchant Center ("NMC") and Wells Fargo Bank, N.A. (a member of Visa USA, Inc. and MasterCard International, Inc) ("Bank") and their agents to investigate the references, statements and other data contained herein and to obtain additional information from credit bureaus and other lawful sources, including persons and companies names in this Merchant Processing Application. Client authorizes NMC and BANK and their agents (a) to procure information from any consumer reporting agency bearing his/her personal credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, and (b) to contact all previous employers, personal references and educational institutions. It is our policy to obtain certain information in order to verify your identity while processing your account application. The individual who signs this Agreement has authority to do so and to bind its Establishment to the terms and conditions of this Agreement. You further represent that you are authorized to sign and enter into this Agreement on behalf of your establishment, subsidiaries and affiliates.

You further acknowledge and agree that you will not use your merchant account and/or Service for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transaction in certain jurisdictions pursuant to 31 CFR part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC)

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct. Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by NMC and Bank.

Client's Business Principal(s) / Officer(s):



MERCHANT PRINCIPAL 1 SIGNATURE

TITLE

PRINT NAME

DATE (MM/DD/YYYY)



MERCHANT PRINCIPAL 2 SIGNATURE

TITLE

PRINT NAME

DATE (MM/DD/YYYY)

PERSONAL GUARANTEE

The undersigned guarantees to NMC and Wells Fargo Bank, N.A. (a member of Visa USA, Inc. and MasterCard International, Inc) ("Bank") the performance of this Agreement, and/or Equipment Lease Agreement, if applicable and any addendum thereto by Client, and in the event of default, hereby waives Notice of Default and agrees to indemnify the other parties, including payment due and owing and costs associated with enforcement of the terms thereof. NMC and Bank shall not be required to first proceed against Client or enforce any other remedy before proceeding against the undersigned individual. This is a continuing guarantee and shall not be discharged or affected for any reason and shall bind the heirs, administrators, representatives and assigns and be enforced by or for the benefit of any successor of NMC and Bank. The term of this guarantee shall be for the duration of the Merchant Processing Application and Merchant Terms and Conditions Agreement and any addendum thereto and shall guarantee all obligations which may arise or occur in connection with my activities during the term thereof through enforcement shall be sought subsequent to any termination.



SIGNATURE

PRINT NAME OF GUARANTOR

DATE (MM/DD/YYYY)



SIGNATURE

PRINT NAME OF GUARANTOR

DATE (MM/DD/YYYY)

ACCEPTED BY NATIONAL MERCHANT CENTER



ISO SIGNATURE

DATE (MM/DD/YYYY)

TITLE

WELLS FARGO BANK, N.A., (A MEMBER OF VISA USA, INC. AND MASTERCARD INTERNATIONAL, INC)
1200 MONTEGO WAY, WALNUT CREEK, CA 94598

SIGNATURE

DATE (MM/DD/YYYY)

TITLE